

Appl. No. 09/764,178
Amdt. Dated March 29, 2005
Reply to Office action of Dec. 14, 2004

REMARKS/ARGUMENTS

Applicant and Applicant's representative wish to thank the Examiner for taking time for an Interview of the present application on February 23, 2005. The Interview and prior consultations with the Examiner have been very helpful. The Amendments provided herein are consistent with discussions with the Examiner at the Interview and should further facilitate prosecution of this Application.

Claims 1-54 are pending in the present Application. Claims 31-39 and 46-51 are canceled, without prejudice.

The Abstract of the disclosure is objected to due to its length. A substitute Abstract is provided herein, which adequately addresses the objection. Withdrawal of the objection is respectfully requested.

Claims 46-51 are rejected under 35 U.S.C. 112, second paragraph, as failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. Moreover, claim 46 is rejected, as provided in the Non-Final Office Action, for covering two statutory classes of inventions. The Applicant respectfully traverses this rejection. In order to facilitate the present Application and expedite the issuance of a patent, claims 46-51 (as well as claims 31-39) are withdrawn in the present Amendment, without prejudice. Applicant intends to resubmit these claims or claims equivalent to these claims in a later filed continuation application. Applicant maintains, however, the patentability of the subject matter recited by these originally submitted claims.

Claims 1-9, 15-18, 20, 31-48 and 50-54 are rejected under 35 U.S.C. 102(e) as being anticipated by Webber, Jr. (U.S. Patent No. 6,167,378). Further, claims 10-14, 21-28, and 30 are rejected under 35 U.S.C. 103(a) as being unpatentable over the Webber, Jr. reference, in view of Lidow (US2002/0184084). Applicant respectfully traverses each of these §102 and §103 rejections.

In respect to the above §102 rejection, Applicant submits that neither the Webber, Jr., reference nor the Lidow reference teaches or suggests, individually or in combination, one or more elements of the pending claims. Applicant has amended these claims to more particularly point out these distinguishing elements and in doing so, further highlight certain aspects of the invention. The Amendment should not be construed, however, as an admission that the claims as

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originally submitted are not patentable over the cited art. After consultation with the Examiner, Applicant believes that the present Amendment will facilitate and expedite the present examination.

In any event, each of the claims amended herein (and the originally submitted claims) contains one or more elements that are not taught or suggested by the Webber, Jr. reference nor the Lidow reference. Generally, these references do not suggest a method, the object of which, is a ticketing transaction for a ticket for travel on a common carrier, as recited in one or more of the pending claims. As recited in claim 1, for example, the inventive method relates to a contract transaction that effects the purchase of a ticket on the common carrier for travel under a defined purchasing contract between the supplier and the customer entity. Neither the Webber, Jr. nor the Lidow reference even suggests a step applying to such a transaction. Furthermore, neither the Webber, Jr. nor the Lidow reference teaches or suggests how the disclosure provided in the published specification could be successfully applied to the relevant subject matter (*i.e.*, ticketing transaction between supplier entity of a common carrier and a customer entity).

In addition, the Webber, Jr. reference fails to teach or suggest collecting or identifying steps, as recited in claim 1, the object of which is a plurality of transactions. The automatic back office transaction method described in the Webber, Jr. reference relates to steps applied in respect to a single transaction (a purchase order). It is true that the described method and system may deal with a plurality of contracts; however, the steps described in the process refers to a single purchasing order or transaction. Note that reference to Col. 6, Ln. 37-46 in the Webber, Jr. specification (as suggested in the Office Action) reveals "instructions" pertaining to multiple "contracts" but not pertaining to a plurality of transactions under a purchasing contract. Accordingly, the Webber, Jr. reference fails to teach or suggest, for example, the following steps (recited in claim 1): (i) "collecting sets of transaction data relating to a plurality of historical ticketing transaction"; and (ii) "storing the transaction data sets [relating to a plurality of historical ticketing transactions] in at least one computer database".

Additionally, the disclosure of the Webber reference fails to teach or suggest, in a method of managing purchasing contracts, steps even similar to the following recited steps: (iii) "identifying a plurality of the sets of transaction data...by comparing the transaction data with the term attributes...", and

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(iv) "generating a collection of contract data sets".

Thus, the teaching of the Webber, Jr. reference is fundamentally different from the invention recited in claims 1-30, 40-45, and 52-54. Generally, the Webber, Jr. reference does not teach or suggest:

- (a) steps relating to a contract between supplier entity for a common carrier and customer entity for the purchase of ticket products (ticketing transaction); and
- (b) steps applied to a plurality of transactions under a purchasing contract.

For any of the above reasons, and other reasons not elaborated herein (but which are reserved by the Applicant), Applicant submits that amended claim 1 and claims dependent therefrom, are distinguishable from the cited prior art. Similarly, independent claims 21, 40, and 52, and claims dependent therefrom, are also distinguishable from the prior art. All of these claims are presently in condition for allowance.

In respect to the §103 rejections, it is well settled that the Examiner has the initial burden of presenting a *prima facie* case of obviousness. M.P.E.P. § 2142-43; see also *In re Peeks*, 612 F.2d 1287 (CCPA 1980). This requires the Examiner to meet three basic criteria. If the Examiner fails to meet any one of these three basic criteria, he has failed to present a *prima facie* case and any rejection based on 35 U.S.C. § 103(a) is improper. Applicant believes that, in the present case, one or more of these three basic criteria has not been met. Accordingly, the standing rejections under 35 U.S.C. § 103(a) are improper.

A first criteria requires the Examiner to establish that all claim limitations are taught or suggested by the prior art. *In Re Roy*, 490 F.2d 981 (C.C.P.A. 1974). Applicant points out that neither the Webber, Jr. nor the Lidow reference, teaches or suggests a step in a method of managing purchasing contracts, the object of which is a ticketing transaction, as with certain steps in the method of claim 1 and other claims. Additionally, neither reference teaches or suggests steps applied to a plurality of ticketing transactions (*i.e.*, the "collecting" and "identifying" steps). Neither reference teaches or suggests the following steps:

- (a) identifying...stored sets of transaction data...by comparing the transaction data with the term attributes...; and

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- (b) generating a collection of contract transaction data sets by associating the transaction data set of each identified contract transaction with each term data set of a contract term with which the transaction is identified.

Even if all elements of claim 1 were available from the cited references, there is no teaching in the cited references, or from the general knowledge available to one of ordinary skill in the art, which would allow the teachings of these two references to be combined so as to produce a workable method according to the claimed invention.

To satisfy a third basic criteria of *prima facie* obviousness, one must show a reasonable expectation of success from the combination of the Webber, Jr. and Lidow references or the modification of either reference to incorporate the teachings of the other to provide a method of managing purchasing contracts applied to ticketing transactions for the purchase of tickets for travel. The subject matter of the two references lack any teaching or suggestion that would be applicable to ticketing transactions. Thus, the teachings are so far apart that no reasonable expectation of success (or synergy resulting from the combination) can be found from combining their subject matter. Applicants further note that the requisite motivation or desirability of a combination cannot be derived from benefits resulting from the claimed combination when only the patent discloses those benefits or any reasonable expectation of success, as would be the case here.

Accordingly, the combination of the Webber, Jr. reference and the Lidow reference does not provide a proper basis for a rejection under 35 U.S.C. § 103(a).

In view of the above, each of the presently pending claims in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to withdraw the outstanding rejection of the claims and to pass this application to issue.

A Petition for an Extension of Time for 1-Month is attached hereto. If another appropriate Petition is required, this statement shall serve as Applicants' Petition to the USPTO. The Commission is hereby authorized to charge any additional fees or credit any overpayments

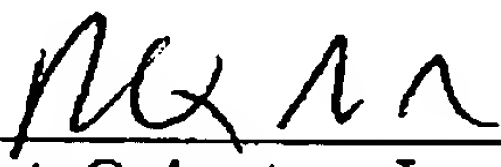
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to the deposit account of Paula D. Morris & Associates, P.C., Account No. **50-0997** under Order No. PRISM-P01956US1.

The undersigned is available for consultation at any time, if the Examiner believes such consultation may expedite the resolution of any issues.

Dated: March 29, 2005

Respectfully submitted,

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REPLACEMENT ABSTRACT

A method of managing purchasing contracts between a supplier entity and a customer entity for the purchase of ticket products includes the step of generating a purchasing contract between the two entities. The generated contract is applicable to ticketing transactions effected through a computerized system and, which, effect a ticket purchase by the customer entity. Contract terms are identified which are defined by term attributes then, a term data set of the term attributes associated with each contract term is stored in a computer database. Furthermore, transaction data relating to purchasing transactions are collected and also stored in a computer database. A computer program is executed to identify purchasing transactions as contracted transactions (*i.e.*, applicable to a contract) by selecting a portion of the transaction data for a transaction and comparing this portion with the term attributes for a contract term.

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